

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

In Re:	)	
	)	
Kerstan Holmes, Arlene Holmes, <i>Debtor</i>	)	
	)	Case No. 08-40786 DRD
Chevy Chase Bank, FSB, by Chevy Chase Bank, loan	)	
servicing agent for <i>Creditor</i>	)	Chapter: 13
	)	
vs.	)	
	)	
Kerstan Holmes, Arlene Holmes, <i>Debtor</i>	)	
	)	
and	)	
	)	
Richard V. Fink, <i>Trustee</i>	)	
	)	

**CONDITIONAL ORDER GRANTING RELIEF FROM STAY**  
**WITH CURATIVE PROVISIONS**

**Now**, on this 1st day of January, 2009, this matter comes before the Court for hearing upon the Motion of Chevy Chase Bank, FSB, its subsidiaries, affiliates, predecessors in interest, successors or assigns, ("Creditor"), For Relief from the Automatic Stay. The appearances are Steven L. Crouch, of the firm of South & Associates, P.C.; and Kerstan Holmes, Arlene Holmes, by Douglas B. Breyfogle. The Court makes the following findings:

1. A motion for order granting relief from stay was filed on December 19, 2008, and copies were mailed to Trustee and to Debtors and counsel for Debtors. Proper notice with an opportunity for hearing on the motion for relief was served on all interested parties.

2. Creditor claims a secured interest in real property described as follows:

**All of Lot 36, HIGHRIDGE MANOR, a subdivision in Pleasant Valley, Clay County, Missouri, according to the recorded plat thereof**, commonly known as 7105 Boucher Circle, Pleasant Valley, MO 64068 (the "Property")

3. Debtors acknowledge and the Court finds that he failed to make certain post-petition payments due under the Promissory Note and Security Instrument described in Creditor's motion. Debtors are due for October 1, 2008 through January 1, 2009 payments in

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the amount of \$1,135.48 each, late charges in the amount of \$131.43, filing fee in the amount of \$150.00, and attorney fees in the amount of \$550.00, for a total due of \$5,373.35. Debtors will tender \$1,135.48 to Creditor by January 15, 2009 that is credited in this Order. The remaining \$4,237.87 will be paid as follows. The Court further finds that this constitutes sufficient cause pursuant to 11 U.S.C §362(d) to lift the Automatic Stay.

4. Notwithstanding Finding number three of this Order, the parties consent and agree to the terms and conditions of this stipulation in full and complete settlement of the Motion for Relief from Automatic Stay.

5. The Debtors agree to abide by the terms of this agreement and further agrees to cure the post-petition arrearage according to the following payment schedule:

Arrearage Payment	Due Date
\$706.31	02/15/09
\$706.31	03/15/09
\$706.31	04/15/09
\$706.31	05/15/09
\$706.31	06/15/09
\$706.32	07/15/09

6. Debtors also agree to make the on-going post-petition payments when due and as called for under the terms of the Promissory Note and Security Instrument beginning with the February 1, 2009 payment. Debtors acknowledge that these regular on-going payments are **in addition to** the payments on the arrearage indicated in Finding number five of this Order.

7. All payments under this agreement shall be paid directly to Chevy Chase Bank, 6151 Chevy Chase Blvd., Laurel, MD 20707. Once the arrearage has been paid in full,

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Debtors shall revert to making the normal current monthly payments when due and as called for under the terms of the Promissory Note and Security Agreement. Time is of the essence to all payments.

8. Should Debtors fail to make **any** of the payments called for above, Creditor shall be then entitled to immediately notify the Court, Debtors, Debtor's counsel and Trustee in writing, of the delinquency. If Debtors fail to fully cure the delinquency within ten (10) days of the date of the notification, Creditor shall then be entitled to immediate relief from the automatic stay of 11 U.S.C. §362 (a) without the necessity of further hearing or action of Court and Creditor will then submit a final Order Granting Relief from Stay.

9. Furthermore, Debtors and Creditor agree that if Debtors, at any time after execution of this Conditional Order, converts this Chapter 13 bankruptcy case to a case under Chapter 7, Creditor shall be then entitled to immediately notify the Court, Debtors, Debtor's counsel and Trustee in writing, of the contractual delinquency. If the Debtors fail to fully cure the contractual delinquency within ten (10) days of the date of the notification, Creditor shall then be entitled to immediate relief from the automatic stay of 11 U.S.C. §362 (a) without the necessity of further hearing or action of Court and Creditor will then submit a final Order Granting Relief from Stay.

**IT IS THEREFORE ORDERED, ADJUDGED, AND AGREED** that the above findings shall become orders of this Court

**IT IS SO ORDERED.**

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Dated: 1/6/09

/s/ Dennis R. Dow  
Judge, U.S. Bankruptcy Court

**Approved as to form and content:**

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